

FREWARE LICENSE AGREEMENT

1. Gadwin Systems, Inc. grants Licensee a non-exclusive and non-transferable license to reproduce and use for personal or internal business purposes the executable code version of the Product, provided any copy must contain all of the original proprietary notices. This license does not entitle Licensee to receive from Gadwin Systems hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Product. If more than one license agreement was provided for the Product, and the terms vary, the order of precedence of those license agreements is as follows: a signed agreement, a license agreement available for review on the Gadwin Systems website, a printed or electronic agreement that states clearly that it supersedes other agreements, a printed agreement provided with the Product, an electronic agreement provided with the Product. Gadwin Systems may terminate this Agreement at any time, for any reason or no reason. Gadwin Systems may also terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Product.
2. Restrictions. Without Gadwin Systems prior written consent, Licensee may not: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction); (ii) encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; (iii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product.
3. Fees. There is no license fee for the Product. If Licensee wishes to receive the Product on media, there may be a small charge for the media and for shipping and handling. Licensee is responsible for any and all taxes.
4. Proprietary Rights. Title, ownership rights, and intellectual property rights in the Product shall remain in Gadwin Systems and/or its suppliers. The Product is protected by copyright and other intellectual property laws and by international treaties.
5. Disclaimer of Warranty. THE PRODUCT IS PROVIDED FREE OF CHARGE, AND, THEREFORE, ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT IT IS FREE OF DEFECTS, VIRUS FREE, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE PRODUCT IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.
6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GADWIN SYSTEMS, INC. OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER

COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, GADWIN SYSTEMS COLLECTIVE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

7. Export Control. Licensee agrees to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and not to export or re-export the Product or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Product from the U.S. By installing or using the Product, Licensee agrees to the foregoing and represents and warrants that it complies with these conditions.

8. U.S. Government End-Users. The Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End-Users acquire the Product with only those rights set forth herein.

9. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and may be amended only by a writing signed by both parties. This Agreement shall be governed by the laws of the State of California, U.S.A., excluding its conflict of law provisions. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and you expressly consent to the exercise of personal jurisdiction in the courts of California in connection with any such dispute including any claim involving Gadwin Systems. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision in this Agreement should be held illegal or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith

10. Licensee Outside the U.S. If Licensee is located outside the U.S., then the provisions of this Section shall apply. Les parties aux presentes confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui s'y rattache, soient rediges en langue anglaise. (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.")